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**AGREEMENT
BETWEEN
THE CITY OF ALBUQUERQUE
AND
THE ALBUQUERQUE OFFICERS' ASSOCIATION
LOCAL 1888**

Effective:

June 23, 2004 through June 30, 2006

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7 **Article 1. Preamble**
8

- 9 A. This Agreement is hereby made and entered into by and between the City
10 of Albuquerque (hereinafter referred to as Employer) and the American
11 Federation of State, County and Municipal Employees, AFL-CIO, Local
12 1888, as representatives of the employees of the Albuquerque Officers
13 Association employed by the City of Albuquerque (hereinafter referred to
14 as Local 1888 or Union).
15
16 B. The general purpose of this Agreement is to provide for orderly and
17 constructive employee relations in the public interest and in the interest of
18 the employees herein covered and the City of Albuquerque, as Employer;
19 to maintain harmony, cooperation and understanding between the
20 Employer and the Employees in the bargaining unit; and to afford
21 protection of the rights and privileges of all Employees in the bargaining
22 unit and the Employer.
23
24 C. The Employer, the Union and its members agree to work cooperatively to
25 comply with this Agreement and to administer this Agreement in
26 accordance with its terms and provisions to the end of maintaining sound
27 labor relations. The Union staff representatives and Local labor
28 representatives may meet with the Employee Relations Department, upon
29 reasonable notice, to prevent, clarify or resolve problems with contract
30 interpretation.
31

32 **Article 2. Non-Discrimination**
33

- 34 A. The Employer and the Union agree that the provisions of this Agreement
35 shall be applied equally to all Employees in compliance with applicable
36 law against discrimination as to age, race, creed, color, religion, national
37 origin, sex, condition of disability, sexual orientation, marital status,
38 veteran status or political affiliation.
39
40 B. The Employer and the Union agree with the rights of Employees to
41 become or not to become Union members. There shall be no
42 discrimination, interference, restraint or coercion by the Union or the
43 Employer regarding any employee's decision to affiliate or not to affiliate
44 with the collective bargaining Union.
45

1 C. The Union recognizes its responsibility as the bargaining agent and
2 agrees to represent all employees in the bargaining unit without
3 discrimination, interference, restraint or coercion.
4
5
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7

8 **Article 3. Recognition**

9

10 The Employer recognizes AFSCME Council 18, Local 1888 A.O.A., AFL-CIO,
11 as the exclusive bargaining agent for all non-probationary employees of the
12 City of Albuquerque in the following classifications:
13

14 Municipal Development Department Security Officers
15 Animal Control Officers
16 Corrections Officers
17 Corrections Transportation Officers
18 Corrections Identification Officers
19 Corrections Community Custody Officers
20 Transit Security Officers
21 Solid Waste Security Officers
22

23 The City agrees that prior to contracting or sub-contracting out bargaining
24 unit positions that the Union will be allowed input on such action and will
25 be given adequate notice.
26

27 If the City creates a new job classification that the Union believes should
28 be incorporated into the Union's bargaining unit, the Union may request
29 the opportunity to meet with the City to discuss the Union's intent. If the
30 parties do not agree on the issue, the Union may appeal the issue to the
31 City's Labor Board in accordance with the City's Labor-Management
32 Relations Ordinance and the Labor Board's Rules and Regulations.
33
34

35 **Article 4. Overtime**

36

37 A. The City shall prepare, maintain and post up-to-date voluntary lists by
38 seniority order within each department within the bargaining unit. It will
39 be the responsibility of each Employee to provide one (1) current phone
40 number for the purposes of being contacted for overtime work.
41 Employees may use pagers for their point of contact. In the Security and
42 Animal Control Departments, an Employee shall be provided fifteen (15)
43 minutes to respond to the contact prior to the time the supervisor offers
44 the overtime to another employee. In the Corrections Department, the
45 supervisor shall determine the response time based on the needs of the
46 Department.

- 1
2 B. Each Employee will be allowed to sign up for voluntary overtime during
3 the regular shift bid. The voluntary overtime lists shall remain in effect
4 until the next scheduled shift bid. Names shall not be added after the bid
5 unless the name(s) is approved in writing by the Union President. Names
6 will be 'penciled in' by the Employee until new lists are generated.
7
8 C. There shall be a voluntary list(s) for each shift in each department.
9
10 D. Employees may sign up for overtime on any and all overtime shift list(s)
11 within their respective department.
12
13 E. If no Employee on the overtime list is available, involuntary overtime will
14 be required. Involuntary overtime will be assigned in reverse order of
15 seniority from the master seniority list. Officers already on duty will be
16 required to remain on duty until a replacement is obtained. If no
17 replacement is obtained within three hours of the start of the shift, the
18 holdover Officer may be required to work the remainder of the shift.
19
20 F. When there is ordered overtime, the department will keep a list of
21 Employees contacted during the shift. This will insure to the Employee that
22 was ordered that the department attempted to obtain relief in accordance
23 with Paragraph E of this article. If the Union provides reasonable notice to
24 the Department, a Union request to receive a copy of the list will be
25 honored. Upon the request of a Corrections Officer, the Union and the
26 Department may remove the Correction Officer from an involuntary
27 overtime list provided the Union and the Department believe the additional
28 ordered overtime for the Corrections Officer would be excessive.
29
30 G. For the purpose of computing overtime, paid leave will be considered time
31 worked.
32
33 H. Voluntary overtime will be assigned on straight seniority order. Although
34 the City may determine that it is necessary to assign a second shift to an
35 Officer who is assigned overtime on the Officer's day off, the City shall
36 attempt to avoid this circumstance. An Officer's assignment to a second
37 shift on the Officer's day off shall not be subject to the grievance
38 procedure unless the assignment violates another provision of this
39 Agreement.
40
41 I. Employees will not work more than sixteen (16) hours straight time except
42 for declared emergency situations.
43
44 J. Employees called in for an overtime assignment shall receive a minimum
45 of two (2) hours pay at overtime rate. Overtime shall begin at the time the
46 Officer is contacted.

1
2 K. Employees may request a specific work assignment when working
3 overtime. Management will attempt to accommodate these requests in
4 accordance with the following guidelines:
5

6 1. The parties agree to interpret Article 4, Sections H and K, to permit
7 Corrections Officers to identify and choose overtime assignments
8 within the limitations set forth herein. A Corrections Officer on a
9 voluntary overtime list shall be allowed to "bump" a Corrections Officer
10 who is assigned to a post that the Corrections Officer requests for
11 overtime. City Security Officers and Animal Control Officers on the
12 voluntary overtime list will be allowed to "bump" an officer who is
13 assigned to a post that the Officer requests for overtime.
14

15 2. The Corrections Officers' seniority rights set forth in paragraph one (1)
16 herein shall not apply to the following restricted assignments: one (1)
17 Releasing post, South Master, one (1) Main Rover post ("Rover 2"),
18 one (1) Southeast post, West Side Intake, one (1) West Side Rover
19 ("DEF Rover"), Metro Arraignment posts, one (1) female Satellite post
20 and Annex De-Tox.
21

22 3. The "82" post shall be retained at the West Side facility.
23

24 4. The Department shall not "block" Corrections Officers' overtime
25 assignments other than those identified as "restricted" under paragraph
26 (2) herein. Management Employees shall be assigned in a manner that
27 does not violate Corrections Officers' rights under this section or the
28 Agreement as determined by the City's Labor-Management Relations
29 Board.
30

31 5. The parties recognize that the opening of a new jail will create changes
32 in the operational environment for all Corrections Officers. These
33 changes will include, but not be limited to, post changes and posts that
34 will be "restricted" from the rights set forth in paragraph two (2) above.
35 The parties agree to meet and confer in good faith to ensure that the
36 transition to a new environment will occur in a manner that is beneficial
37 to the City, Corrections Department management and the Corrections
38 Officers. Either party may request facilitation services from the City's
39 Chief Administrative Officer for Public Safety. "Restricted" and "non-
40 restricted" posts agreed upon by the parties during this process shall
41 be implemented as the agreements are reached rather than waiting
42 until all posts are identified as "restricted" or "non-restricted." The
43 Department reserves the right to identify "restricted" posts if the parties
44 do not reach agreement on those posts that shall be identified as
45 "restricted" provided the parties have had a reasonable opportunity to
46 meet and confer in good faith on the matter.

1
2 L. An Employee who accepts overtime shall have the option of canceling
3 such overtime two (2) hours prior to the start of the overtime assignment
4 except in an emergency situation.

5
6 M. Captains, lieutenants and sergeants shall be the only personnel
7 authorized to order overtime. In the case of an emergency, captains,
8 lieutenants and sergeants may delegate responsibility for placing calls for
9 overtime to Correction Officers. However, the captains, lieutenants and
10 sergeants ordering the overtime shall be responsible for assuring
11 compliance with the required contractual overtime procedure. Calls for
12 overtime shall be placed from a secure area that is not open to residents
13 or the public.

14
15 **Article 5. Bidding**

16
17 A. Employees will be allowed to bid semi-annually for facility
18 assignments, shift assignments, days off and voluntary overtime, in
19 seniority order, in the Employee's classification. While every effort will
20 be made to accommodate an Employee's choice of facility assignment,
21 the City has the right to temporarily or permanently reassign an
22 Employee to a facility other than the one bid when justifiable cause
23 such as the efficiency of the City service for reassignment exists, in the
24 opinion of the Department Director or his/her designee. Bidding will be
25 conducted in the month of March to take effect in April, and in
26 September to take effect in October.

27
28 B. Each time an assignment becomes open, it will be posted as vacancy
29 as for reassignment as soon as reasonably practicable.

30
31 C. Full-time bargaining unit position vacancies shall be posted and offered
32 first to full-time Employees based on seniority.

33
34 D. Local 1888 President may appoint up to two (2) Employees from within
35 each department to assist in the development and administration of the
36 bidding process. One (1) Employee will be paid by the department and
37 one (1) Employee will be paid by Local 1888. The Union President will
38 identify in writing to the department which Employee the Union will pay.

39
40 E. It is recognized that specific minimum staffing patterns are required.
41 Should the above bidding process fail to provide the staffing pattern
42 required, reassignments which will meet those requirements will be
43 made in reverse seniority order. Once the minimum staffing pattern
44 requirements have been met, the Employee or Employees who were
45 reassigned will have the right to return to their original bid in seniority

1 order. The Union will be given five (5) days advance notice prior to
2 reassignment.

3
4 F. The bidding process will be accomplished over a period up to five (5)
5 calendar days. This period may be extended by mutual agreement.

6
7 G. The parties agree to work together to develop a more efficient bidding
8 process to include bidding for vacation.

9
10 H. A shift supervisor may permit Employees to mutually agree to
11 exchange bidded slots for hardship reasons. The City and the Union
12 must agree.

13
14 I. A Corrections Employee who is assigned to a community custody or
15 transport post shall not be removed from the assigned post unless the
16 removal is the result of major disciplinary action or job performance
17 that is below the standards identified in the Department's established
18 performance criteria.

19
20 **Article 6. Permanent Change in Work Hours**

21
22 A permanent change in work hours shall require at least fourteen (14)
23 calendar days notice to the affected Employee. A permanent change in
24 work hours is defined as a change of thirty (30) calendar days or more on
25 a work assignment.

26
27 In calculating days notice under this section the day on which notice is
28 given shall not be counted.

29
30 **Article 7. Leave For City Business.**

31
32 A. Leave with pay may be authorized for an Employee to attend an official
33 meeting where the good of the City services is involved or to conduct the
34 City's business at a location other than the Employee's normal work site.
35 Leave with pay will also be granted to Employees where their participation
36 is necessary for official City investigations and for court appearances
37 where the Employee's attendance is required on behalf of the City.

38
39 B. Leave with pay will be granted to one Union Officer for the following
40 reasons and under the conditions cited:

- 41
42 1. Attendance at a pre-determination hearing when requested by an
43 employee 24 hours in advance of the hearing;
44
45 2. A grievance hearing when requested by an Employee 24 hours in
46 advance of the hearing;

3. Meetings scheduled between the Union and the City at the City's request. In Security and Animal Control, a maximum of two (2) Union Officers may attend these meetings.
4. Labor Board meetings where Union charges or other matters affecting the Union will be heard;
5. A Personnel Board meeting where matters affecting the Union or its members will be heard;
6. The Union President shall be granted up to eight (8) hours leave with pay per week to facilitate positive labor/management relations between Employees and the City; the Union President and the City will attempt to schedule this leave in a manner that limits the amount of overtime needed to staff the President's post assignment. If the President is assigned to a post that permits the scheduling of "flex-time" to accommodate the President's assignment to Union responsibilities, the President and the President's supervisor shall implement this arrangement.
7. Up to eight (8) hours per pay period of leave with pay shall be authorized by the Office of Employee Relations for the Union Vice-President or the Union's designee to assist with the resolution of labor/management issues. The Union shall notify the department director in advance when requesting leave. Whenever possible, this leave shall not result in additional overtime costs for the City.

Article 8. Leave to Vote

- A. Employees who are registered electors shall be granted two (2) hours with pay between the opening and closing of the polls to vote on election days. Department heads must grant this time off for voting if requested by Employees registered to vote.
- B. This Article will be administered in accordance with applicable state law.

Article 9. Annual and Emergency Military Leave

- A. Military Leave: Military leave with pay will be authorized for permanent Employees who are members of the National Guard or Air National Guard of New Mexico or any other organized reserve unit of the Armed Forces of the United States, including the Public Health Service, for a period not to exceed fifteen (15) working days

in each Federal Fiscal Year which begins October 1, in addition to other authorized leave. Nothing in this section will prevent department directors or their designees from granting other earned leave in addition to that described by federal law if requested when they are ordered to active duty training with such units.

B. Permanent Employees who are members of an unorganized reserve component may be granted leave with pay not to exceed fifteen (15) working days in each federal year which begins October 1 for the purpose of attending organized courses of instruction for training periods authorized such personnel. Permanent Employees called to active duty in emergencies declared by the governor or president for short periods of time not to exceed fifteen (15) working days may be granted military leave. A copy of orders must be attached to all requests for Annual and Emergency Military Leave.

C. Each Employee shall be guaranteed all military leave rights under federal and state laws and the City's Personnel Rules and Regulations. The Employee Relations Director and Department Chief shall instruct supervisors on the Employee rights identified herein.

Article 10. Vacation Leave

A. An Employee shall accrue vacation as follows:

<i>Continuous Service</i>	<i>Regular Work Week</i>	<i>Accrual Bi-Weekly</i>	<i>Accrual Yearly</i>
0 through 4 years	40 hours	3.85 hours	100 hours
5 through 9 years	40 hours	4.62 hours	120 hours
10 through 14 years	40 hours	5.54 hours	144 hours
15 years and more	40 hours	6.16 hours	160 hours

B. During the month of December, each department will provide for Employees the right to bid for vacation scheduling for the following year. Vacation will be bid for vacation scheduling for the following year. Vacation will be bid in seniority order by department. A calendar for bidding, identifying vacation slots will be provided for Employees to bid for their vacation. It is required that one (1) Union representative on each shift be identified to assist management with the bidding process. Employees will be allowed to bid in conjunction with their days off, and will not be required to bid in blocks of three (3). Units that are currently on a six (6) month bid will continue to do so for the duration of this contract. The parties shall meet and confer on the issue of maximum scheduled vacation days after the new jail is opened and staffed. If the parties agree to a maximum number of scheduled vacation days, a separate memorandum of understanding shall be executed.

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3
4 C. Unscheduled vacation is defined as accrued vacation time which was
5 not scheduled during the bidding period. Such vacation time may be
6 requested on an individual basis for available days on a first-come,
7 first-served basis. These requests will be submitted to the employee's
8 immediate supervisor on a P-30 form and the request will identify the
9 date and time received.
10
11 D. All excess vacation accruals will be paid to the Employee as monetary
12 compensation at the end of the calendar year, on an hour for hour
13 basis.
14
15 E. Vacation P-30s will be returned to the Employees within forty-eight (48)
16 hours except for months of October and March.
17
18 F. If an Employee is on suspension, injury leave, administrative leave,
19 sick leave or other leave during their scheduled vacation, any other
20 Employee may request such vacation time as unscheduled vacation on
21 a first-come, first-serve basis.
22
23 G. Employees shall be compensated in cash at their regular rate of pay
24 for any unused accumulation of vacation when they are permanently
25 separated from the City.
26
27 H. An Employee may use accumulated vacation leave to attend physician
28 appointments provided the Employee provides reasonable notice of
29 the appointment to the Employee's supervisor.
30

31 **Article 11. Injury Time**
32

- 33 A. Time off for injuries in the performance of duty shall be granted in
34 accordance with the provisions of the Merit System Ordinance, applicable
35 administrative instructions and applicable personnel rules and regulations.
36
37 B. Injured or disabled Employees will be accommodated in accordance with
38 State and Federal law.
39
40 C. When an Employee is injured in the line of duty and if the Employee's
41 doctor states that the Employee may/may not work light duty and the City
42 Department of Employee Health disagrees, the City and the Employee's
43 doctor will agree on an independent medical examiner at the City's
44 expense. The opinion of the physician performing the independent
45 medical evaluation will control, and the City will make every attempt to

1 place the employee in a light duty position consistent with the findings of
2 the independent medical evaluation.

3
4 D. After exhausting injury leave benefits, Employees may be eligible to
5 receive donated vacation and sick leave in accordance with the Personnel
6 Rules and Regulations.

7
8 E. The Union agrees to have two (2) Officers serve on the Mayor's task force
9 on changes to injury time, should a task force be created.

10
11 **Article 12. Leave Without Pay**

12
13 A. All requests for leave without pay require approval of the Department
14 Head or his/her designee. Any request for leave without pay for two (2)
15 weeks or more requires approval of the Chief Administrative Officer.

16
17 B. An Employee may be granted leave without pay for a period not to exceed
18 one (1) year as a result of sickness or disability when certified by a
19 medical doctor or to run for non-City office.

20
21 C. Leave without pay may be granted for the purpose of attending schools or
22 courses when it is clearly demonstrated that the subject matter is directly
23 job related or for the purpose of preparing for a career with the City
24 service. Training provided by technical, vocational trade schools and
25 colleges approved by Veterans Administration will be accepted by the City
26 under this subsection.

27
28 D. Sufficient leave of absence without pay may be granted a permanent
29 Employee to enable him to hold a non-City public office to which he has
30 been elected or appointed.

31
32 E. Union officials will be granted one (1) year leave without pay upon request
33 of the Union for the purpose of performing full-time duties for the Union.
34 Such leave will be renewed yearly upon request of the Union.

35
36 F. Maternity leave will be administered in accordance with the provisions of
37 the Family Medical Leave Act.

38
39 G. Union officers may be granted time off from their normal duties without
40 pay to attend conventions, conferences, seminars and Union meetings. If
41 such leave is approved, the Employee may utilize accumulated vacation
42 time and/or compensatory time.

1 **Article 13. Layoff and Recall**

- 2
- 3 A. When it is necessary to have a reduction in force, Employees will be
- 4 laid off in reverse order of seniority within their department.
- 5
- 6 B. In the event of layoff, an Employee will retain seniority in any
- 7 classification held within this bargaining unit and will be allowed to
- 8 apply the total length of continuous service within this bargaining unit
- 9 towards seniority.
- 10
- 11 C. An Employee identified for layoff will be given at least fifteen (15)
- 12 working days notice.
- 13
- 14 D. The City will provide for Union input prior to any layoff.
- 15
- 16 E. An Employee who is laid off has the responsibility of keeping the City
- 17 informed as to correct mailing address. An Employee laid off due to a
- 18 reduction in force will be called back to work in his/her seniority order
- 19 according to the following procedure:
- 20
- 21 a. The City will advise the Employee to be recalled by certified or
- 22 register US Mail. A copy of such recall notice shall be furnished
- 23 to the Union.
- 24
- 25 b. An Employee upon receiving notice of recall will, within ten (10)
- 26 working days, acknowledge receipt by certified or registered
- 27 mail advising the Personnel Director of the date he/she will be
- 28 available for service, which available date must not be later than
- 29 thirty (30) calendar days from the date the Employee receives
- 30 the recall notice unless there are extenuating circumstances.
- 31
- 32 c. Employees failing to comply with this section will forfeit their
- 33 recall rights. Failure to report following the receipt of the recall
- 34 will be considered an automatic resignation. It is understood that
- 35 the City will have discharged its obligation of notification to laid
- 36 off Employees by having forwarded the recall notice as herein
- 37 outlined.
- 38
- 39 F. No new Employees will be hired into the bargaining unit until all laid off
- 40 qualified Employees have been given an opportunity to return to work.
- 41
- 42 G. Bidding on vacancies while on Layoff-Forced Assignment: Employee
- 43 who are assigned to a lower grade as a result of reduction in the work
- 44 force may bid for positions of a higher grade and pay. Should the
- 45 position bid for carry a grade and pay higher than the forced
- 46 assignment but lower than the position from which the Employee was

1 initially downgraded, the Employee will retain the recall rights to the
2 Employee's initial position. Should the Employee, while on forced
3 grade and pay than his initial position and the Employee accepts the
4 position, the Employee will relinquish all recall rights to the initial
5 position held prior to the forced assignment.
6

7 **Article 14. Seniority**

8

9 A. Seniority for the purpose of this Agreement is defined as follows unless
10 otherwise specifically provided for in other Articles of this Agreement.
11

12 a. The length of continuous service with the City of Albuquerque
13 as a full-time permanent Employee obtained in the Employee's
14 present department. Continuous service shall not be interrupted
15 if the Employee was on approved leave of absence.
16

17 b. Employees who voluntarily transfer out of the bargaining unit to
18 accept other positions within City government may return to
19 their former position within thirty (30) days, if their former
20 position remains open without any loss of seniority.
21

22 c. The Employer shall prepare and maintain a seniority list as
23 defined in this section for Employees in the bargaining unit. This
24 list shall include the Employee's name, the Employee's
25 classification and seniority date. A master seniority roster will be
26 developed for each department. This will be posted in a secure
27 area and updated as changes occur. Copies of the seniority
28 roster will be made available to the Union upon request.
29

30 d. If the City decides to merge any or all JSO (5Z84A) Employees
31 as one (1) Unit or Department, the determining factor for
32 seniority will be the date of hire in the JSO (5Z84A) series.
33

34 **Article 15. Promotional Procedures and Policies**

35

36 A. Qualified Employees within the bargaining unit will be given first
37 consideration for filling a vacancy within the bargaining unit,
38 promotions within the bargaining unit, transfer or assignment within the
39 bargaining unit.
40

41 B. Selection for promotion or transfer will be made on basis of education,
42 experience, training, skills, job performance and other abilities, as well
43 as test scores, where applicable. Where these are equal among
44 candidates, seniority in the department will be the deciding factor.
45

- 1 C. The Employer agrees that when there is a vacancy within a division
2 which could allow an Employee assigned to that unit a promotional
3 opportunity, a notice of such vacancy will be posted on the appropriate
4 bulletin boards for a period of seven (7) days. In cases where a
5 promotional testing list exists, vacancies will not be posted but
6 selection will be made from the list. The Union President will be
7 supplied copies of all circulars.
8
- 9 D. Testing scores will be posted without names. Officers who tested will
10 be informed of their test scores upon request.
11
- 12 E. An Employee who applies for such a position and does not meet the
13 stated criteria/qualifications will, upon written request, be given
14 appropriate written reason(s) why the applicant was not selected. The
15 reasons shall be returned to the applicant within fourteen (14) days
16 after the written request has been made. The written reason(s) is
17 intended to be instructional for the applicant. The reason(s) shall not
18 be grievable under this Agreement's Grievance procedure unless the
19 reason(s) violate protections set forth under Article 2A of this
20 Agreement. Pursuant to Article 57 of this Agreement, the Union
21 President or his/her designee may meet with the Department Director
22 on recommended criteria for consideration when a position vacancy
23 exists.
24
- 25 F. The City agrees to review the feasibility of establishing additional
26 procedures within each department which involve testing and the
27 establishment of a promotional list.
28
- 29 G. The City and the Union will notify and encourage bargaining unit
30 Employees to participate in Career Counseling Programs through the
31 City's Office of Career Development. The Union President will be given
32 written notice of career counseling programs as they become
33 available.
34

35 **Article 16. In-Service Training**

36

- 37 A. Management will provide Employee training as necessary to maintain
38 job skills and certification requirements subject to the availability of
39 services.
40
- 41 B. Specialized training for bargaining unit Employees will be posted for
42 seven (7) calendar days and read in briefing. Copies will be provided to
43 the Union President/designee. Selection will be determined on the job
44 performance, experience, qualifications and fitness. Where all are
45 equal, seniority shall be the deciding factor.
46

- 1 C. Upon request of the Union, the Union and the City shall meet to
2 identify areas where additional training will benefit Employees and the
3 City.
4

5
6 **Article 17. Procedure For Approving Memorandums of Understanding**
7

8 The signatures of the Union President and the Director of Employee
9 Relations, as exclusive representatives on Memorandums of
10 Understanding, shall be binding on the parties.
11

12 **Article 18. Union-Management Safety/Security Committees**
13

- 14 A. It is the responsibility of all bargaining unit members, officials of the
15 Union and managers to contribute to a healthful and safe working
16 environment. In the furtherance of this policy, a joint
17 Union/Management Safety/Security Committee will be established in
18 every department to review safety issues and make recommendations
19 for improvement to the Department Director.
20
21 B. Security is included in this section only as it relates to safety. Members
22 of the Safety/Security Committees will meet at least once per month
23 during working hours without loss of pay. If issues arise requiring
24 immediate attention, the parties may agree to meet on a more frequent
25 basis. If minutes of the committee meetings are kept, such minutes
26 shall be made available to all committee members. Overtime shall not
27 be authorized for committee meetings. Compensatory time and flex-
28 time for committee members may be utilized.
29
30 C. Each committee will be composed of two (2) Employees selected by
31 the Union President and two (2) Employees selected by management.
32 The parties may agree to expand membership of these committees on
33 a case by case basis to adequately address issues of concern.
34
35 D. The Safety Committee will not initiate or recommend disciplinary
36 action.
37
38 E. Each committee will adopt guidelines governing the focus of its review.
39
40 F. Concerns regarding the effectiveness of Safety Committees may be
41 addressed at the department level or through the Employee Relations
42 Department.
43
44
45

1 **Article 19. Medical Coverage Program**

- 2
- 3 A. The City will provide voluntary group medical insurance plan(s) for its
- 4 employees. The Employee must pay 20% of the cost for
- 5 himself/herself and his/her family, if he/she elects to participate in one
- 6 of the plans, and the City will pay the remaining 80%.
- 7
- 8 B. The City will pay 80% of the employee's premium for the Dental Plan.
- 9 The Employee will pay the remaining 20%.
- 10
- 11 C. See Memorandum of Understanding in Appendix section.
- 12
- 13

14 **Article 20. Ambulance Service**

15

16 Ambulance service, as determined by the paramedic called to the scene,

17 shall be requested to take on-duty injured employees to a local hospital at

18 the expense of the City.

19

20 **Article 21. Disciplinary Action**

- 21
- 22 A. A pre-determination hearing shall be convened to determine the facts
- 23 regarding allegations against an Employee which may result in
- 24 disciplinary action other than a verbal warning, oral counseling, a letter
- 25 of instruction or a letter of advisement/caution. The Employee shall
- 26 have reasonable notice, but not less than four (4) days notice, of the
- 27 scheduled pre-determination hearing. A pre-determination hearing
- 28 notice shall list the charges against the Employee and will include all
- 29 discovery against the Employee. The City shall assure Union access to
- 30 the Policies and Procedures Manual for the purpose of representing an
- 31 Employee with a pending pre-determination hearing. Within ninety-six
- 32 (96) hours of the pre-determination hearing, the Employee will be
- 33 allowed an opportunity to review all evidence against the Employee. If
- 34 an Employee is ordered to prepare a written document that describes
- 35 an incident that eventually leads to an investigation of the Employee's
- 36 behavior, the Employee, upon request, shall be provided a copy of the
- 37 letter. If requested in a timely manner, the letter shall be provided to
- 38 the Employee before the Employee is required to submit a written
- 39 answer to any charges filed against the Employee by the Department.
- 40
- 41 B. When notifying the Employee of the charges against the Employee, it
- 42 is recognized that the Employee has the right to Union representation.
- 43 Written notification of investigation will be initiated within ten (10) days
- 44 of the commission, omission or discovery of the act that precipitated
- 45 the charges and the investigation. In cases where extensive

1 investigation is required, disciplinary action will not be initiated until the
2 facts have been established.

- 3
- 4 C. In the event disciplinary action is taken against an Employee other
5 than the issuance of an oral warning, the employer shall promptly
6 furnish the Employee in writing a clear and concise statement of the
7 reasons therefore.
- 8
- 9 D. Nothing in this section shall prevent the Employer from disciplining or
10 discharging Employees for just cause.
- 11
- 12 E. When disciplinary action is to be imposed, progressive discipline will
13 be considered when it appears that the merits of the case would lend
14 itself to this procedure.
- 15
- 16 F. When possible, criticism of Employees and management will be in
17 private, away from the public and other Employees.
- 18
- 19 G. An Employee may propose in writing to management a level of
20 discipline he/she will accept for an offense prior to management
21 imposing disciplinary action. If management accepts the discipline
22 proposed by the Employee, the issue will be considered settled and
23 the action will not be grieved.
- 24
- 25 H. The parties agree that investigations of disciplinary actions shall be
26 conducted in a manner that affords the Employees involved an
27 environment that is conducive to problem solving. Union concerns over
28 investigations may be initially addressed to the Department Director.
- 29
- 30 I. The Employee shall have the right to have Union representation during
31 the investigative, pre-determination and grievance process. The parties
32 agree investigations should be completed as quickly as possible. For
33 Corrections Employees, investigations shall normally be concluded
34 within a six (6) month period. For Security and Animal Control
35 Employees, the investigation shall normally be concluded within a
36 fifteen (15) workday period. The City may extend the investigation
37 beyond the six (6) months or fifteen (15) workday periods provided the
38 City has a compelling reason(s) for the extension. The reason may
39 include, but will not necessarily be limited to, a homicide, riot, narcotics
40 violation or an excessive force case. At any time during the
41 investigation, the Union and/or the affected Employee may request a
42 status report on the investigation. The request shall not be denied.
- 43
- 44 J. Honest Employee and witness testimony is a central ingredient to the
45 establishment and maintenance of an internal investigation process
46 that is characterized as one that has integrity, efficiency and fairness.

Each Employee or witness shall be free from inappropriate interrogatories during any investigation. Each Employee shall provide information that is truthful during an investigation.

Article 22. Grievance Procedure

- A. Nothing in this Agreement shall prevent any Employee from instituting or pursuing any grievance in his/her behalf without the assistance of the Union. The City and the Union agree to work together to make efforts to resolve grievances at the lowest level. The Union must be notified at the filing of all grievances by the Employee.
- B. The aggrieved Employee may have representation at any time or step in the grievance procedure of disciplinary action.
- C. As a condition of employment, Employees are required to appear as witnesses in grievance hearings when requested by the aggrieved Employee or by the City. Requests for the appearance of witnesses will be made through the Department of Employee Relations. Any Employee called as a witness during working hours shall be paid at his/her regular rate. The Employee will be required to return to work when he/she is no longer needed as a witness. Employees called as witnesses during time off shall be paid at straight time for the time spent at the hearing by whichever party is requiring the Employee to appear.
- D. Procedure:
 - a. A grievance shall be defined as an alleged violation of the Agreement.
 - b. Prior to filing a written grievance, an Employee shall informally discuss the grievance with the Department Director.
 - c. A grievance shall be considered null and void if the grievance is not filed in writing at Step One within ten (10) workdays after the act, commission or omission that generated the grievance occurred.
 - d. Step One: If the Employee is not satisfied with the results of the informal meeting, the Employee may file a written grievance with the Department Director no later than ten (10) workdays after the act, commission or omission that generated the grievance occurred. The Department Director will submit a written response to the grievance to the Employee and the Employee Relations Director no later than ten (10) workdays

1 after the Department Director received the grievance. The
2 Department Director shall also send a copy of the response to
3 the Union.
4

- 5 e. Step Two: If the Employee is not satisfied with the Department
6 Director's written grievance response, the Employee may
7 appeal the grievance in writing to the Employee Relations
8 Director no later than ten (10) working days after receiving the
9 Director's written response. The Employee shall submit a copy
10 of the appeal to the Union and then to the Employee Relations
11 Director. The Employee Relations Director shall convene a
12 meeting to discuss the grievance within fifteen (15) workdays
13 after receiving the grievance. The Employee may have a Union
14 representative attend the meeting and the Department Director
15 may be represented by a person of the Department Director's
16 choice. No later than ten (10) workdays after the close of the
17 meeting, the Employee Relations Director shall issue a written
18 finding to the Employee, the Union and the Department Director.
19
- 20 f. If the Union and the Employee are not satisfied with the
21 Employee Relations Director's written finding, the Union may
22 appeal the grievance to the City's Labor-Management Relations
23 Board within thirty (30) days after receipt of the findings.
24
- 25 g. The time limits set forth herein shall be considered maximums.
26 The parties may only extend the time limits by executing a
27 written extension. If a grievance is not filed or appealed by the
28 Employee or Union in a timely manner, the grievance shall be
29 considered null and void. If the City does not respond to a
30 grievance in a timely manner, the grievance shall automatically
31 be appealed to the next step.
32
33

34 **Article 23. Union Steward Appointments** 35

- 36 A. The Union shall appoint stewards and provide the employer with a list
37 of such stewards designated by division, shifts or work units. Local
38 1888 hereby reserves the right to make any changes of Union
39 stewards at any time so long as the affected department within the
40 bargaining unit is informed within a reasonable period of time.
41
- 42 B. The Union will furnish the employer with a list of all Union non-City
43 employee officials who would have reason to visit the work site. All
44 visits will require that the department heads, division heads or shift
45 supervisor involved have prior notification. Access to premises by non-

1 City Employee Union personnel will have prior approval from the
2 director or designee.
3
4
5

6 **Article 24. Elections and Appointments**
7

8 The City will notify the Union of elections or appointments to the City's
9 Labor Relations Board and the Personnel Board.
10

11 **Article 25. Bulletin Board**
12

13 A. The Employer will provide and post a secured, four foot by four foot
14 (4'X4') bulletin board in a location mutually agreed upon by the parties
15 for the display of official Union literature, correspondence or notices.
16 The Union will provide a lock for the board and a key for the lock to the
17 director.
18

19 B. The bulletin board will not be used to criticize the Union, any of the
20 Union's policies or any of the Union Officers or management. Literature
21 pertaining to management will be given to the director or designee
22 prior to posting.
23

24 **Article 26. Rules and Regulations**
25

26 A. The Employer hereby agrees that any changes to Rules and
27 Regulations within each department shall not be in direct conflict with
28 Local 1888's existing contract.
29

30 B. The Employer agrees to notify Local 1888 in advance and in writing of
31 any proposed changes to Rules and Regulations for review purposes,
32 and to provide input.
33

34 **Article 27. Employee Personnel File**
35

36 A. A copy of any material pertaining to an Employee's performance or to
37 disciplinary actions to be placed in the employee's personnel files must
38 be presented to the Employee for signature and review.
39

40 B. By arranging an appointment in advance, Employees shall be allowed
41 to review the contents of their departmental personnel file during
42 normal working hours (8:00 am to 5:00 pm). Reasonable requests for
43 copies or documents in the file shall be honored and reasonable
44 charges made for such copies.
45

- 1 C. Only the personnel file kept in the Personnel Services department will
2 be used for interdepartmental interviews.
3
4 D. Employees shall have the right to submit written responses to all
5 derogatory documents placed in their Personnel Services or
6 departmental file within each department. Such written responses will
7 be placed in the appropriate file. Derogatory material may be purged
8 from the Employee's departmental file at the department head's
9 discretion.
10
11 E. Personnel Services Departmental files are a permanent record of an
12 Employee's performance with the City of Albuquerque. Such files will
13 not be purged. However, Employees who have been cleared of any
14 charges shall not have reference of any of these charges included in
15 their permanent personnel file.
16
17 F. It is hereby recognized that, upon written notification by the Employee,
18 the Union will be allowed to view his/her file.
19
20 G. The Union President or designee may request to meet with the
21 department director to mediate disputes concerning purging of
22 derogatory material from Departmental personnel files.
23

24 **Article 28. Job Descriptions and Classification Change**

25

- 26 A. The official job description for any position will be maintained by the
27 Human Resources Department. The Union and the Employee or the
28 Employee alone may review the job description for the position he/she
29 holds.
30
31 B. The Union will be given the opportunity to provide written input to the
32 Human Resources Department, requesting existing job descriptions,
33 changes to job descriptions and new job descriptions.
34
35 C. Upon request of the Union President or designee, the Union will be
36 provided a copy of job descriptions for positions within their bargaining
37 unit.
38

39 **Article 29. Dead Animal Pickup**

40

41 Animal Control Officers will not be required to pick up dead animals.
42 However, when an Officer responds to an injured animal call and finds the
43 animal has just died and has not started to decompose, the Officer will
44 pick up the fresh carcass and bag same into a plastic refuse bag provided
45 by the City for immediate transport to the appropriate location. Animal

1 Control Officers will be issued protective gear to avoid contamination of
2 their uniforms while picking up dead animals.

3
4 Upon request of the Union representatives, the Employee Relations
5 Department and the Animal Services Division will meet to improve the
6 effectiveness and efficiency of this effort and to explore alternative
7 methods of providing this service to the public.

8
9 **Article 30. Critical Incidents**

10
11 A. On the order of the supervisor in charge, Corrections Officers will be
12 issued proper safety equipment (mask, helmet and baton) during the
13 disturbance. Corrections Officers will be instructed by supervisory
14 personnel on the use of the safety equipment. All Employees will be
15 trained annually in the use of batons, cuffs, masks, etc. by qualified
16 trainers.

17
18 B. Upon completion of Resident Disturbance Riot Control State Certified
19 Training, the parties will meet and review existing departmental
20 policies relevant to these types of emergencies in an effort to review
21 the need to conform with current procedures followed by public
22 correctional facilities.

23
24 C. Employees who, during the performance of the duties, are seized,
25 detained by force, threatened or are victims of significant battery will be
26 referred to the Employee Assistance Program for evaluation to
27 determine if the Employee can perform the essential functions of the
28 job. If determined that the employee cannot return to duty, the
29 Employee will remain on injury time until the employee has been
30 released to return to duty. It is the intent of this section to ensure
31 adequate care and treatment as well as uninterrupted pay for
32 Employees involved in work related injuries.

33
34 D. In the event that critical stress incidents including, but not limited to,
35 work peer suicide or work related death of a co-worker occurs,
36 Employees will be referred to the Employee Assistance Program for
37 counseling. These counseling sessions will be kept confidential. The
38 Employer shall provide employees appropriate and adequate critical
39 incident stress debriefing (hereinafter referred to as "CISD") through
40 the E.A.P.

41
42 E. The City will notify the Union President or the President's designee of
43 any serious disturbance such as a riot or hostage situation that affects
44 an Employee. This commitment shall not be interpreted or
45 implemented in a manner that limits the ability of the City effectively
46 address and resolve the disturbance. Failure by the City to notify the

1 President of the disturbance may be initially grieved to the Director of
2 Employee Relations.
3

4 **Article 31. Inoculation and Immunization**
5

6 A. Employees, while on duty, who are exposed to a contagious disease
7 will receive any necessary inoculation and immunizations for
8 himself/herself and his/her family at the City's expense.
9

10 B. The City will take appropriate measures, as determined by the City
11 Occupational Health and Safety Division to protect Employees from
12 contagious diseases.
13

14 **Article 32. Performance Evaluations**
15

16 A. The parties recognize that department directors may choose to
17 implement a systematic performance evaluation system at the level of
18 the department, division, work unit or by Employee classification. For
19 an Employee to be evaluated, performance evaluations will be
20 conducted by the supervisor(s) for all subordinates assigned to his/her
21 charge at least annually, but not more than biannually. No evaluation
22 will be made of any Employee by his/her immediate supervisor(s) until
23 that Employee has served under the supervisor(s) for at least three (3)
24 months. When this is not possible, evaluations shall be conducted in
25 conjunction with previous supervisor(s) when possible.
26

27 B. At the Employee's request, negative performance evaluations shall be
28 reviewed up to the department head who may modify, rescind or affirm
29 the evaluation in question. Upon request, the employee shall receive a
30 copy of the evaluation upon signing the document.
31

32 C. Any deficiencies noted in the performance evaluation shall call for a
33 meeting between the supervisor and the Employee in which the
34 deficiencies and possible corrective action are discussed. The
35 Employee may write down their disagreement with noted deficiencies
36 and have it included with the performance evaluation.
37

38 D. Evaluations should not include ratings solely reflecting a lack of
39 specialized training normally provided by the City, but not made
40 available to the Employee.
41

42 **Article 33. Storage of City Equipment**
43

44 Storage that provides a reasonable amount of security will be provided for
45 City equipment and Employees will not be required to take equipment
46 home except when the Employee is on standby status.

1
2 Employees who are to take City equipment home will be held responsible
3 for its maintenance and care and replacement in the event it is damaged
4 or lost. A policy addressing the storage of weapons will be established by
5 the department.
6
7

8 **Article 34. Safety** 9

10 Safety is an integral part of the responsibilities of every manager,
11 supervisor and Employee. Safety management exists to assist managers,
12 supervisors and Employees in better performance of their duties.
13

- 14 A. Employees shall comply with such rules, regulations and
15 practices as may be prescribed for the conduct of Employees in
16 order to provide safe, sanitary and healthful working conditions.
17

18 For all Employees covered by this Agreement, the Employer shall:
19

- 20 a. Provide safe and healthy working conditions and
21 practices.
22
23 b. Provide safe, healthy and clean work sites and grounds.
24
25 c. Provide a safe and secure area for Employee meal and
26 break periods.
27
28 d. Maintain in safe working condition all City-owned motor
29 vehicles, tools and equipment
30
31 B. When the security and safety of staff or public is questionable,
32 the two person concept shall be used per Policy and
33 Procedures/SOP.
34
35 C. The City and management must use its best efforts to provide a
36 safe work environment. A.O.A. and the department heads will
37 work in conjunction to create a safe work environment.
38
39 a. City Security Only: The City shall ensure that officers working
40 special events of two (2) people or more shall be posted a
41 minimum of one-half (1/2) hour prior to the event and a
42 minimum of one-half (1/2) hour post event.
43
44
45

1 **Article 35. Equipment Cleanup**

2
3 It is recognized that it is the Officers' responsibility to maintain his/her equipment
4 in a clean and sanitary condition. Sufficient time will be allotted to perform these
5 duties.
6
7
8
9

10 **Article 36. Internal Affairs Investigations and Polygraph Examination**

- 11
12 A. All Employees required to appear as witnesses or charged with a
13 violation investigated by Internal Affairs shall have the right to have any
14 City Employee who is a member of the bargaining unit present.
15
16 B. Any representative who may be present at an investigation on behalf of
17 a witness or Employee charged with a violation may not interfere with
18 the investigation being conducted. Interference with the conduct of the
19 investigation may itself be a cause for disciplinary action. In the event
20 the investigation is interrupted due to interference by a representative,
21 the Employee being investigated will be required to attend a
22 subsequent exam without pay. Any representative will be on leave
23 without pay in the event such Employee is on duty. That representative
24 may not themselves be a witness or subject of investigation for the
25 matter under investigation. The interrogation of any Employee shall be
26 when the Employee is on duty unless the extremities of the
27 investigation otherwise dictate, as determined by the City.
28
29 C. The Employee shall be informed of the nature, if known, of the
30 investigation before any interrogation commences. Sufficient
31 information shall be disclosed to reasonably apprise the Employee of
32 the allegations.
33
34 D. No matter handled by the Internal Affairs Unit shall be included in the
35 Employee's personnel file unless formal charges are brought against
36 the Employee.
37
38 E. All charges leading to disciplinary action shall be grievable.
39
40 F. Employees shall have the right to use their own audio recording
41 devices in the observer's area only during their interview. The
42 Employee must inform Internal Affairs they are recording the interview.
43
44 G. An Employee must, as a condition of continued employment, truthfully
45 answer any and all questions relating to the matter under investigation
46 whether the Employee is a participant or witness to the matter.

1
2 H. Any investigation that will probably result in criminal charges being filed
3 may be concluded and the matter will be turned over to the
4 Albuquerque Police Department, BCSO, State Police or other
5 appropriate law enforcement agency.
6

7 I. The Department Director or designee and only the Department
8 Director or designee may order a polygraph examination as a condition
9 of continued employment and only after the following has been done:
10

11 a. After the Department Director has carefully reviewed the entire
12 case.
13

14 b. All investigative leads have been exhausted.
15

16 The Employee who is being examined by a polygraph device shall not be
17 entitled to a City Employee representative present in the examination
18 room. Such representative may witness the examination from the
19 observer's room. The conditions regarding City Employee representative
20 applicable to Internal Affairs' investigations are applicable to polygraph
21 examinations.
22

23 J. The name of the person making allegations shall be disclosed to the
24 alleged wrongdoer by the investigator. Disclosure of the complainant's
25 name will not be required if revealing his/her name jeopardizes the
26 investigation.
27

28 K. The interrogation shall be completed as soon as possible and the
29 actual interrogation shall be completed as follows:
30

31 a. A maximum of three (3), three (3) hour periods within a period of
32 twenty-four (24) hours with a one (1) hour break between
33 sessions. In no event shall the Employee's interrogation
34 sessions exceed eleven (11) hours. On duty personnel shall be
35 paid overtime for any time after their regular eight (8) hour shift
36 has ended. Off duty personnel shall be paid overtime for the
37 time they are required to be present. The one (1) hour break
38 shall be defined as time worked.
39

40 b. In all instances in addition to the one (1) hour breaks provided
41 for in paragraph (a) above, time shall be provided for personal
42 necessities as reasonably necessary.
43

44 L. The Employee shall not be subject to coercion or promises of reward
45 as an inducement to answer questions. Nothing herein is to be
46 construed to prohibit the investigating officer from informing the

1 Employee that his/her conduct can become the subject of disciplinary
2 action.
3
4
5
6

7 **Article 37. Dues Checkoff**
8

- 9 A. During the life of this Agreement and upon receipt of a voluntary
10 authorization for dues deduction card, the City will deduct from the pay
11 of each Employee who has executed an authorization card,
12 membership dues levied by the Union in accordance with its
13 constitution and by-laws. The Union will provide dues deduction and
14 termination cards. Termination cards must be signed by the Union
15 President. An Employee wishing to terminate their dues may do so
16 during the first week of January and July.
17
18 B. The City agrees to forward to the Local 1888 Treasurer all dues
19 withheld pursuant to valid authorization cards. Dues withheld will be
20 forwarded to the designated Union Treasurer for each payroll period.
21 The City will be notified in writing as to whom the designated Union
22 Treasurer is by elected Union President.
23
24 C. The Union shall indemnify, defend and save the City harmless against
25 any and all claims, demands suits or other forms of liability that shall
26 arise out of or as a result of any conduct taken by the City for purpose
27 of complying with this section.
28
29 D. Employees may authorize for payroll deduction amounts over the
30 minimum dues levied by the Union by submitting a written voluntary
31 request on an approved form.
32
33 E. Employees promoted to a position outside the bargaining unit will be
34 automatically withdrawn from Local 1888 membership by Personnel
35 Action Form P-1 processed by the City.
36
37 F. On request of Local 1888, the employer agrees to furnish the Union a
38 list of bargaining unit members on an annual basis. This list shall
39 include the pay, grade, name, date of hire, classification and work
40 location.
41

42 **Article 38. Work Hours**
43

- 44 A. Work Schedules: An Employee's normal work week shall be forty (40)
45 hours per week, eight (8) hours per day, five (5) consecutive days, of
46 eight (8) consecutive hours per week, except for Employees presently

1 working ten (10) hours per day, four (4) consecutive days of ten (10)
2 consecutive hours per week.

3
4 B. Employees working eight (8) or ten (10) hour shifts shall be granted a
5 meal period with pay of thirty (30) minutes. Should a disruption occur,
6 which requires the immediate attention of the Employee, the Employee
7 will respond to the disruption and shall later be allowed to resume
8 his/her meal period.

9
10 C. A meal period with pay of up to thirty (30) minutes shall be granted to
11 Employees required to work more than two (2) hours beyond the
12 regular shift. Should a disruption occur which requires the immediate
13 attention of the Employee during his/her meal period, the Employee
14 will respond to the disruption and shall later be allowed to resume
15 his/her meal period. An Employee who is not provided the opportunity
16 to take a thirty (30) minute meal period shall receive overtime pay for
17 the thirty (30) minutes.

18
19 D. Rest Period: Normally, Employees will be allowed to take their fifteen
20 (15) minute rest breaks during each half shift within the second and
21 third hour of each shift. Rest periods may not be accumulated or
22 normally postponed. Should a disruption occur which requires the
23 immediate attention of the Employee during his/her rest period, the
24 Employee will respond to the disruption and shall later be allowed to
25 resume his/her rest period. An Employee who is not provided an
26 opportunity to take a fifteen (15) minute break shall receive overtime
27 pay for the fifteen (15) minutes.

28
29 E. Split shift: No Employee will be required to work a split shift.

30
31 F. Consecutive Shifts: No Employee shall be required to work two (2)
32 complete consecutive shifts without an eight (8) hour period off work
33 following the two (2) consecutive shifts worked except in declared
34 emergencies.

35
36 G. Declared Emergency: A declared emergency is defined as a turn of
37 events which endangers the health and safety of the public and/or
38 Employee. Such an emergency must be declared by the Department
39 Director before each emergency in writing and shall be posted in a
40 conspicuous place.

41
42 **Article 39. Leave With Pay**

43
44 A. As a benefit of employment with the City of Albuquerque, leave with
45 pay is available for the following reasons: vacation, sickness, injury,
46 emergencies, City business, jury duty, voting, annual military services

1 and education and leave with pay taken in conjunction with the
2 F.M.L.A. policy.

3
4 Leave with pay may be granted to elected Union Officials to attend
5 meetings where the good of the City's services is involved, as
6 determined by the Director of Employee Relations.

7
8 All requests for leave will be submitted for approval on the City Form
9 P-30 and shall have any necessary documentation attached.
10 Employees desiring to be absent from duty before the necessary forms
11 have been submitted and approved must request approval from the
12 supervisors on duty within a reasonable time prior to the start of their
13 shift.

- 14
15 B. Legal holiday: Legal holidays for the employees of this unit are as
16 follows:

18 New Years Day	January 1st
19 Martin Luther King's Birthday	Third Monday in January
20 Presidents Day	Third Monday in February
21 Memorial Day	Last Monday in May
22 Independence Day	July 4 th
23 Labor Day	First Monday in September
24 Veterans Day	November 11 th
25 Thanksgiving Day	Fourth Thursday in November
26 The Day After Thanksgiving	Fourth Friday in November
27 Christmas Day	December 25 th
28 Employee Birthday	Employee Date of Birth

29
30 An Employee may, during the month of December, for the following
31 year, specify in writing to the department head which of the holidays
32 the Employee wishes to take on days other than the dates designated
33 above.

- 34
35 C. Employees shall receive holiday pay at straight time at their hourly rate
36 of pay for eight (8) hours, for all holidays not worked. In the event that
37 an Employee is required to work on a holiday and does not exercise an
38 option to take a floating holiday, he/she shall be paid holiday pay at the
39 rate mentioned above plus time and one half for all hours worked.
40
41 D. Employees who are required to work on a holiday may designate that
42 holiday a floating holiday. If the Employees elect to exercise this
43 option, they will work the designated legal holiday at straight time pay
44 and may opt to receive either time and one-half off duty or time and
45 one-half pay.
46
47

1 **Article 40. Sick Leave, Emergency and Early Retirement Leave**

2
3 A. Sick leave: Sick leave shall accrue at the rate of 3.70 hours, bi-weekly.
4 The maximum accumulation is 2000 hours. Conversion of sick leave
5 may be accomplished in the following manner:
6

7 a. Sick leave accumulation over 500 hours may be converted at
8 the rate of (a) three (3) hours of sick leave for one (1) hour's
9 vacation or (b) three (3) hours of sick leave for one (1) hour pay.
10

11 b. Sick leave accumulation over 850 hours may be converted at
12 the rate of (a) two (2) hours sick leave for one (1) hour vacation
13 or (b) two (2) hours of sick leave for one (1) hour pay.
14

15 c. Sick leave accumulation over 1200 hours may be converted at
16 the rate of (a) three (3) hours sick leave for two (2) hours
17 vacation or (b) three (3) hours sick leave for two (2) hours pay.
18

19 The Employee must notify the Human Resources Department if he/she
20 wishes to convert at the 500, 850 or 1200 hours accumulation.
21

22 B. Emergency leave: Emergency leave charged to sick leave for up to
23 three (3) days may be requested when the presence of the employee
24 is required by a physician as a result of a serious illness or injury to the
25 Employee's immediate family. The City will allow as many as five (5)
26 days emergency leave per incident. As for death in the immediate
27 family, the immediate family for this purpose shall include the
28 Employee's spouse, children, parents, parents-in-law, grandparents,
29 brother and sister. If travel over 500 miles (one way from Albuquerque)
30 is required for a death or illness in the immediate family, one (1)
31 additional leave day may be granted. Employees may elect to use
32 accrued vacation leave instead of sick leave for "emergency leave;"
33 however, they shall still be subject to the conditions of using
34 "emergency leave."
35

36 C. Early Retirement Conversion: An Employee with a minimum of ten (10)
37 years of service or who turns sixty (60) years of age, may convert all
38 unused sick leave to early retirement leave. In all cases of early
39 retirement, accumulated sick leave shall be converted to early
40 retirement leave at a ratio of one (1) hour of sick leave for one (1) hour
41 of early retirement leave. The Employee may accrue sick leave up to
42 2000 hours, may convert accruals up to 2000 hours to early retirement.
43

44 D. Employees who have been absent from work for sick leave on at least
45 three (3) occasions and have missed more than fifty-six (56) hours of
46 personal absence sick leave during the preceding twelve (12) (rolling

1 calendar year) months shall not be granted further personal absence
2 sick leave until their utilization falls below this level. Doctor's
3 certification will only be required after exceeding the fifty-six (56) hour
4 rule or when a pattern of flagrant violations exists. Personal absence
5 sick leave does not include sick leave taken for:

- 6
- 7 a. Emergency Leave.
- 8
- 9 b. Hospitalization, out-patient surgical procedure, or serious
- 10 medical procedures.
- 11 c. Leave taken pursuant to the Family Medical Leave Act
- 12 ("FMLA").
- 13
- 14 d. Leave taken as a reasonable accommodation pursuant to the
- 15 American With Disabilities Act (ADA);
- 16
- 17 e. Serious illness as verified by a physician's statement.
- 18
- 19 f. Legal quarantine;
- 20
- 21 g. Childbirth.
- 22

23 Except for flagrant violation, no disciplinary action shall be taken against
24 Employees not in compliance with this subsection.

- 25
- 26 E. All Employee sick leave balances within the preceding nine (9) months
- 27 from the signing of this contract are to be counted. For every month
- 28 that no sick leave is taken during the first three (3) months of this
- 29 contract period, eight (8) hours will be exempted from the total used in
- 30 the previous nine (9) months.
- 31
- 32 F. Employees who utilize zero (0) hours of sick leave over six (6)
- 33 consecutive months will be awarded one (1) day of leave in
- 34 accordance with Council Resolution R-445.
- 35
- 36 G. Employees should plan to begin processing for retirement at least six
- 37 (6) months before the projected date of retirement. Assistance may be
- 38 obtained through the Human Resources Department.
- 39
- 40 H. Sick leave Conversion at Retirement: An Employee may convert one
- 41 hundred percent (100%) of accumulated sick leave to be applied to
- 42 early retirement leave immediately prior to the effective date of
- 43 retirement.
- 44

45 Employees may convert one hundred percent (100%) of their sick and
46 vacation leave accumulations to cash payment at time of retirement.

1
2 **Article 41. Clothing Allowance**
3

4 Each Employee shall receive a clothing and personal properties allowance of six
5 hundred dollars (\$600.00) per year to be paid at the rate of fifty dollars (\$50.00)
6 per month on the first payday of each month. Payments may be prorated on a
7 pay period basis, twenty-six (26) equal payments per year.
8
9

10 **Article 42. Health Aids Damaged In The Line Of Duty**
11

- 12 A. Health aids damaged in the line of duty will be repaired or replaced by
13 the City.
14
15 B. Employees' watches damaged in the line of duty will be reimbursed for
16 such damage up to a maximum of forty dollars (\$40.00) receipt and
17 incident report required.
18
19 C. Replacement of health aids shall be of equal construction for those
20 items damaged or broken.
21

22 **Article 43. Pay Plan**
23

- 24 A. The following pay plan shall be in effect for all Corrections Employees
25 for the duration of this Agreement:
26
27 a. Corrections Officers (1 to 5 years of service): \$13.50 per hour
28
29 b. Senior Corrections Officers (5 or more years of service): \$15.00
30 per hour
31
32 c. For purposes of determining length of service for pay purposes
33 only, time spent in probationary status will be considered years
34 of service as a Corrections, City Security and Animal Control
35 Officers.
36
37 d. Security and Animal Control Officers:
38

39 **Effective June 26, 2004:**
40

41	Grade	1	2	3	5	7	8	9	8	9
42	Steps									
43	12	7.21	10.87	11.30	12.23	13.25	13.75	14.30		

44
45 **Effective July 1, 2005:**
46

Grade	1	2	7	8	9
-------	---	---	---	---	---

Steps
12 7.21 11.15 13.50 14.04 14.60

B. During the term of this Agreement, the Labor Management Committee shall meet to discuss the feasibility of implementing a "bilingual" pay differential for eligible Employees. At a minimum, the Committee shall study the following issues:

e. Eligibility requirements

f. Benefits to the City of a differential

g. Cost of the differential

Article 44. Step Increases

There will be no step increases during the term of this Agreement.

Article 45. Longevity Pay

A. Employees will receive longevity pay as follows:

	Pay Period
5 to 10 years of continuous service	\$28.07
10 to 15 years of continuous service	\$32.69
15 to 20 years of continuous service	\$37.31
Over 20 years of continuous service	\$41.92

B. Employees reaching new longevity thresholds during the contract will be paid the rates printed in the contract.

Article 46. Shift Differential

A. Employees permanently assigned to the Swing Shift will receive fifteen cents (.15) per hour shift differential pay and twenty cents (.20) per hour shift differential pay for permanent assignment to Graveyard Shift.

B. Swing and Graveyard Shifts will be defined by each department.

Article 47. Temporary Upgrades

A. Temporary upgrades are voluntary assignments. Employees who are temporarily upgraded must be qualified, perform the duties and assume the responsibilities of the position. When possible selections for temporary upgrade will be made from the current promotional list. When selections are not made from the current promotional list, selections for temporary upgrades normally will be made based on an

1 Employee's qualifications, fitness and ability to perform the work and
2 job performance. When all other factors are equal, seniority shall be
3 the deciding factor.
4

5
6 B. Bargaining unit Employees who are temporarily upgraded to
7 supervisory positions are responsible for the documentation of
8 Employee actions which could lead to disciplinary action but will not be
9 required to initiate disciplinary action. Employee action which requires
10 immediate disciplinary action will be initiated by the next level of
11 management personnel on duty.
12

13 C. Employees on upgrade status to a management position will receive
14 an eight percent (8%) increase above their regular rate of pay or the
15 entry rate of pay for the given position, whichever is greater.
16

17 D. The City agrees to discourage frequent assignment of Employees
18 below their regular classification and agrees not to lower an
19 Employee's pay on temporary assignment to lower classifications.
20

21 E. Temporary upgrades will be documented by the City.
22

23 F. Every six (6) months the Employer will post a sign-up sheet to allow
24 the Employees to sign up to volunteer for temporary upgrades.
25
26

27 **Article 48. Shift Exchanges**

28

29 A. Each department will implement a program providing for the exchange
30 of shifts in the same work units. Employees of equal rank and like
31 qualifications may exchange shifts by notifying, in advance of the work
32 shift, the supervisor designated by the department. The Officer who
33 accepts the responsibility of working another Officer's shift shall do so
34 in writing. In the event an Employee reports off for any reason, the
35 Employee who agreed to work that Employee's shift shall be docked at
36 the rate of time and one-half. The trading of time on holidays shall be
37 allowed. Any exchange of shift agreement shall normally be approved
38 twenty-four (24) hours before the agreement is to be implemented. It is
39 understood that this agreement is solely for trading of shifts and is not
40 intended to change the work week cycle. Nor shall any Employee be
41 removed from this program for any reason other than failing to report
42 for a shift exchange. Employees failing to report for a shift exchange
43 shall not be allowed to participate in the program for sixty (60) days. If
44 the Employee fails for a second time, that Employee shall be excluded
45 for six (6) months. A third failure excludes the Employee for one (1)
46 year. Corrections Department will rescind its policy limiting to one (1)

1 the number of exchanges an Employee may initiate during a given
2 month.

3
4 B. Each department shall maintain rules and regulations that implement
5 the provisions of this section to meet Department and Employee
6 needs. Uses of shift exchange include but are not limited to the
7 following:

8
9 a. Vacation

10
11 b. Representing the department in Special Events

12
13 c. Emergency

14
15 d. Personal Leave

16
17 e. Union Business

18
19 C. It is understood that the exchange of shift agreements require approval
20 of the supervisor designated by the department.

21
22 D. Employees may not exchange a shift for monetary payment under any
23 circumstances.

24
25 **Article 49. Savings Clause**

26
27 A. Should any part of this Agreement or any provisions contained herein
28 be declared invalid by any tribunal of competent jurisdiction, the validity
29 of the remaining portions shall not be affected.

30
31 B. Should this occur the parties will immediately meet to negotiate a
32 suitable provision to replace the provision held invalid.

33
34 **Article 50. Zipper Clause**

35
36 The parties agree that this is the complete and only Agreement between the
37 parties. Each party has negotiated on all issues identified for negotiations and
38 such negotiations have led to this Agreement. No additional negotiations will be
39 conducted on any item, whether contained herein or not, except by mutual
40 agreement of the parties. This Agreement replaces any and all previous
41 agreements between the parties.

42
43 The parties acknowledge that during the negotiations which resulted in this
44 Agreement, each had the unlimited right and opportunity to make demands and
45 proposals with respect to all proper subjects of collective bargaining and that all
46 such subjects have been discussed and negotiated upon and the agreements

1 contained in this Agreement were arrived at after the free exercise of such rights
2 and opportunities; therefore, the Employer and the Union, for the life of this
3 agreement, each voluntarily and unqualifiedly waives the right and each agrees
4 that the other shall not be obligated to bargain collectively, but could if mutually
5 agreed, with respect to any subject matter not specifically referred to or covered
6 in this Agreement, even though such subject or matter may not have been within
7 the knowledge or contemplation of either or both of the parties at the time they
8 negotiated or signed this Agreement.

10 Furthermore, it is understood and agreed that Employees have only those
11 contractual rights specifically granted to them by the specific language of this
12 Agreement. Neither the Union nor the Employees have any implied or inferred
13 contractual rights. The Union shall be the exclusive representative for those
14 contractual rights.

17 **Article 51. Uniforms**

- 19 A. Employees in the Corrections Department will not be required to wear
20 ties except in conjunction with the wearing of a long sleeved shirt.
- 22 B. The first badge will be provided by the City at the City's expense. Any
23 misuse of the badge may lead to disciplinary action being taken
24 against the individual who misused his/her badge. Any lost badges will
25 be replaced by the City and the Employee will incur the replacement
26 cost. Badges will remain the property of the City and will be retained
27 by the City in the event of separation of service. Upon retirement, the
28 City will present the Employee with his/her badge.
- 30 C. Any changes to the Uniform Policy will be done in accordance with
31 Article 26 of this Contract.

33 **Article 52. Compensatory Time**

- 35 A. Compensatory time is hereby established as a pilot project in each
36 department as follows:

38 Employees who are required to work overtime in excess of their normal
39 forty (40) hour work week may choose one and one-half time payment
40 or one and one-half compensatory time. The Employee must make this
41 choice prior to working the overtime assignment.

43 Employees will be allowed to accrue a maximum} **one hundred**
44 **twenty (120)** hours of compensatory time. Approved compensatory
45 time will be used on a first-in, first-out basis with a maximum retention
46 time of twelve (12) months. Compensatory time not used within twelve

1 (12) months of the time it was accumulated will be cashed out at the
2 Employee's regular hourly rate.

- 3
4 B. Employees with accrued compensatory time shall, upon termination,
5 be paid for the unused compensatory time at the Employee's regular
6 hourly rate.

7
8
9
10 **Article 53. Burial and Funeral Expenses**

- 11
12 A. The City agrees to defray funeral and burial expenses of any
13 Employee killed under honorable circumstances in the line of duty to a
14 maximum of eight thousand dollars (\$8,000.00).
15
16 B. The City shall pay the designated beneficiary of a deceased Employee
17 the total amount of sick leave accumulated as of the date of his/her
18 death.

19
20 **Article 54. Firearms**

- 21
22 A. Departments will establish firearms operating procedures and provide
23 training. Existing departmental firearms operating and training
24 procedures will be reviewed by the City Legal Department.
25
26 B. The City will schedule practice time for each Employee issued a
27 firearm. Sufficient ammunition will be provided at no cost to the
28 Employee.
29
30 C. Firearms qualifications shall be conducted in accordance with the New
31 Mexico Law Enforcement Academy Guidelines.
32
33 D. An Employee who fails to qualify on the Employee's first attempt shall
34 be permitted a second opportunity to qualify in accordance with
35 Department Regulations and Procedures.

36
37 **Article 55. Monthly Award Incentive Program**

- 38
39 A. Committees may be established within each department in accordance
40 with Article 57 of this Agreement to review and recommend
41 improvements to existing Employee incentive programs and to propose
42 new programs that will benefit both the City and the Employees.
43
44 B. If these programs are implemented, awards shall be consistent with
45 the provisions detailed in Section 404 of the City's Personnel
46 Regulations.

1
2 **Article 56. Drug Testing**
3

- 4 A. The City and the Union agree that establishing a drug free workplace is
5 a priority that requires the cooperation of the parties. To that end, the
6 parties will meet with the Substance Abuse Policy Review Board,
7 Human Resources, Risk Management and the Legal Department to
8 discuss problems and possible changes to the current testing
9 procedures. The City will provide necessary training to employees
10 regarding drug testing policies and procedures. The Union will be given
11 the opportunity to provide input to improve the effectiveness of
12 Employee training efforts.
13
14 B. The City will comply with all applicable Federal, State and City laws.
15

16 **Article 57. Labor-Management Meetings**
17

- 18 A. The Union and the Employer shall conduct Labor-Management
19 meetings at mutually agreed upon times and places.
20
21 B. Labor-Management Committee meetings shall consist of at least two
22 (2) Union representatives in each department. On or off duty time shall
23 be utilized and will be designated upon mutual agreement prior to a
24 meeting.
25

26 **Article 58. Standby Time**
27

- 28 A. Employees who are required to carry a pager but are not otherwise
29 restricted in their movements are "on call." Employees who are notified
30 to remain available by telephone for immediate response are "subject
31 to call." Employees who are required to remain at work site after their
32 regular shift or who are called from off-duty status to report to work are
33 "called to duty."
34
35 B. Employees who are "subject to call" shall be credited with one (1) hour
36 compensatory time or for one-half the time the Employee is subject to
37 call, whichever is greater. An Employee who is notified that he/she is
38 subject to call, and had not been told to report or relieved of subject to
39 call status within four (4) hours, will call to verify his/her continued
40 status. Employees who fail to verify their status after four (4) hours will
41 be limited to two (2) hours compensatory time.
42
43 C. Employees who are "called to duty" shall be compensated for time
44 worked. Employees who are "called to duty" from off-duty status shall
45 be compensated for one (1) hour travel time.
46

1
2 **Article 59. P.E.R.A.**
3

4 The City will continue to provide P.E.R.A. Municipal General member Coverage
5 Plan 3 to the Animal Control and Security members of the bargaining unit. The
6 City will pay seventy-five percent (75%) of the Employee's portion with the
7 Employee paying the remaining twenty-five percent (25%).
8

9 Effective July 1, 2004, the City will pay five and fifty-six hundredths percent
10 (5.56%) of each Correction Officer's portion of the P.E.R.A. Municipal Detention
11 Officer Plan premium. The Employee shall pay the remaining eleven and nine
12 hundredths percent (11.09%).
13

14 Effective July 1, 2005, the City will pay eight and seventy-six hundredths percent
15 (8.76%) of each Correction Officer's portion of the P.E.R.A. Municipal Detention
16 Officer Plan premium. The Employee shall pay the remaining seven and eighty-
17 nine hundredths percent (7.89%).
18

19 **Article 60. Family Leave**
20

21 Family leave will be provided in accordance with the Family Medical Leave Act.
22 The City will notify the Union in writing of any changes to its policy regarding this
23 type of leave. An Employee may choose to use paid vacation leave prior to using
24 paid sick leave when the Employee has been approved for Family and Medical
25 Leave provided this option is not prohibited by law.
26

27 **Article 61. Legal Protection**
28

- 29 A. Should an Officer be sued in a civil action for any allegations arising
30 out of the course and scope of the Officer's employment, the Officer
31 will be provided a defense and indemnity from liability pursuant to the
32 requirements of the New Mexico Tort Claims Act, Section 41-4-1 et.
33 Seq. NMSA 1978, as amended, and in accordance with any applicable
34 joint powers agreement.
35
- 36 B. It is understood by the parties that it is against public policy to defend
37 an Officer in a criminal suit once the Officer is indicted for a criminal
38 act.
39
- 40 C. For purpose of this section and Agreement, the phrase "course and
41 scope of employment" means the lawful acts which an Officer is
42 requested, required or authorized to perform by the City.
43
- 44 D. Nothing herein shall bar the use in court of case law and common law
45 in the resolution of any dispute arising out of an interpretation of the
46 New Mexico Tort Claims Act 41-4-1 et. Seq. NMSA 1978

1
2 E. It is understood by the parties that a breach of this Agreement shall
3 not, in itself, cause the City to be liable for any punitive damages
4 arising out of any suit to which the Officer is a party.
5

6 F. Within 30 days of the signing of this Agreement, the Union and the
7 Employee Relations Department will meet and confer to evaluate
8 possible methods to provide a defense to Employees who are charged
9 by citizens with misdemeanor criminal complaints filed for actions
10 taken in the course and scope of their employment.
11

12 **Article 62. Tracking Devices**

13
14 The City and the Union agree to meet at least twice a year to review and
15 evaluate the safety, security and effectiveness of all tracking devices used
16 in this bargaining unit.
17

18 Both parties agree to meet prior to implementing any new policy in other
19 departments on tracking devices.
20

21 **Article 63. Car Plan**

22
23 The Union will be allowed the opportunity for input regarding any changes to the
24 existing take home car policy or any new policies adopted by departments where
25 currently policies do not exist.
26

27 **Article 64. Fair Share/Agency Fee/Payroll Deduction.**

28
29 A. Payment of an agency fee by non-Union Employees has been
30 authorized by Resolution of the Albuquerque City Council, and
31 Resolution requires that any agency fee provision negotiated pursuant
32 to the Resolution comply with all state and federal legal requirements.
33

34 B. The A.O.A. will retain an independent auditor to audit its receipts and
35 expenditures for the previous twelve (12) months and once every
36 twelve (12) months thereafter.
37

38 C. The A.O.A. will publish the results of the audit, including an adequate
39 explanation of the agency fee to bargaining unit members.
40

41 D. Bargaining unit members shall have thirty (30) days to file a challenge
42 to the apportionment of the agency fee.
43

44 E. Any challenge shall be heard by an impartial decision maker.
45

- 1 F. The amount of the agency fee shall only include costs which arise from
2 the negotiation and administration of the Collective Bargaining
3 Agreement and the adjustment of grievances or prohibited practices
4 charges filed by the A.O.A.
5
6 G. Under no circumstances shall non-Union bargaining unit members be
7 required to contribute towards the A.O.A. social, political or charitable
8 activities, nor shall any bargaining unit member be subject to any
9 retaliation for refusal to contribute to such activities.
10
11 H. The A.O.A. has burden at all times to providing that its cost were
12 properly apportioned to the agency fee.
13
14 I. Any portion of the agency fee which specifically challenged shall be
15 held in escrow until resolution of the challenge.
16
17 J. The A.O.A. will indemnify and hold the City harmless including
18 payment of all attorney fees and costs for counsel chosen by
19 agreement of the parties for any claim or challenge to this section or
20 imposition of an agency fee.
21
22 K. Once the appropriate amount of the agency fee for the previous twelve
23 (12) months has been determined, the City agrees to deduct that
24 amount from the pay of bargaining unit members for the subsequent
25 twelve (12) months.
26
27 L. The City shall make such Fair Share payments deductions for
28 Employees in Local 1888 bargaining unit who do not submit an
29 authorization form for Union dues deduction, as otherwise provided in
30 the Collective Bargaining Agreement.
31
32 M. The City shall make Employee payroll deductions for Fair Share
33 payments upon notification to the non-dues-paying bargaining unit
34 Employee of the amount and reason for such payment.
35
36 N. All money deducted from wages for Fair Share payment shall be
37 remitted to A.O.A. after payday covering the pay period of deduction. If
38 an Employee has insufficient earnings for the pay period, no Fair
39 Share payroll deduction will be made for that Employee for that pay
40 period.
41

42 **Article 65. Light Duty Posts and Assignments**
43

- 44 A. The Employer shall make reasonable efforts to provide Employees
45 covered by this Agreement with opportunities for returning to work on

1 Light-Duty assignments due to temporary medical restrictions while
2 recovering from work related injury or illness.

3
4 An Employee requesting an early return to work in Light-Duty
5 assignment may request such an assignment with accompanying
6 medical recommendations.

7
8 An Employee who returns to work on Light Duty assignment shall be
9 paid no less than their last salary.

10
11 B. The A.O.A. and the Employer will identify Light Duty posts.

12
13 C. Should the City officially adopt a program for off-the-job injuries over
14 and above the current sick leave policy, the Union will be afforded the
15 opportunity to negotiate on this issue.

16
17 **Article 66. Humanitarian Leave**

18
19 A. The parties agree to implement paid Humanitarian Leave for the
20 Employees. The leave shall be available for Employees who have
21 exhausted all paid leave, including compensatory time, and are
22 experiencing a long-term and serious illness or disability that is not
23 work-related. The leave shall not exceed twenty (20) workdays.

24
25 B. The leave shall be drawn from a pool of Humanitarian Leave days
26 contributed by Employees. Only Employees who contribute to the pool
27 will be eligible for this leave. The pool shall not exceed one thousand
28 (1000) hours at any time.

29
30 C. A Humanitarian Leave Committee shall be established. The
31 committee shall be composed of two (2) Union appointees and two (2)
32 Department Employees. The committee shall receive and evaluate all
33 requests for Humanitarian Leave. The decisions of the committee shall
34 be final and not subject to this Agreement's Grievance Procedure.

35
36 D. Upon ratification of this Agreement, the Humanitarian Leave
37 Committee shall meet to develop rules and regulations for this
38 provision. Overtime shall not be allowed for the time needed to develop
39 these rules and regulations unless the Union uses its leave time for
40 this purpose. The proposed rules and regulations shall be submitted to
41 the Departments and the Union for approval. No paid Humanitarian
42 Leave shall be awarded until the rules and regulations have been
43 approved.

44
45 Once implemented, Humanitarian Leave shall replace Donated Sick
46 and Vacation Leave for the Employee only.

1
2 **Article 67. Educational Leave**
3

4 Educational Leave shall be granted in accordance with the City's
5 personnel Rules and Regulations.
6

7 **Article 68. Term of Agreement**
8

- 9 A. The terms and conditions of this Agreement shall continue in full
10 force and effect commencing at 12:01 am, June 23, 2004 and
11 terminating at 12:00 midnight June 30, 2006. If neither party to this
12 Agreement requests the opening of negotiations as provided in the
13 City's Labor-Management Relations Ordinance, this Agreement
14 and the conditions herein shall continue in effect for year to year.
15
16
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45
46

1 **IN WITNESS WHEREOF**, the parties have signed their names and affixed the
2 signatures of their authorized representatives on this _____ day of _____,
3 2004.

4
5 ALBUQUERQUE OFFICERS
6 ASSOCIATION, LOCAL 1888

CITY OF ALBUQUERQUE

7
8 _____
9 Mr. Stephen Perkins
10 Albuquerque Officers Association
11 President, Local 1888

Mayor Martin Chavez

12
13
14
15 Reviewed as to Form:

(Seal)

16
17
18
19
20 _____
21 Assistant City Attorney

Chief Clerk Recorder

APPENDIX A

ALBUQUERQUE OFFICERS ASSOCIATION

GRIEVANCE FORM

Please Print

NAME _____
HOME PHONE _____ WORK PHONE _____
DEPT: _____ POSITION _____
WORK SCHEDULE _____
DATE(S) OF INCIDENT(S) OR DISCIPLINARY ACTION: _____

STEP 1: Department Director

STATEMENT OF PROBLEM AND CONTRACT VIOLATION(S):

SUGGESTED SOLUTION:

Employee Signature _____

Date Filed _____

WRITTEN RESPONSE OF DIRECTOR

Director's Signature: _____

Date Completed: _____

CC: Albuquerque Officers Association

1
2
3 **APPENDIX B**
4

5 **MEMORANDUM OF UNDERSTANDING**
6

7 During the July 1, 2004 through June 30, 2005 fiscal year, the City shall
8 assume eighty-three percent (83%) of the premium for the City approved
9 health and dental insurance plans chosen by each employee. This MOU and
10 the eighty-three percent (83%) commitment shall expire on June 30, 2005.
11

12 Each employee may utilize one-half (1/2) day paid leave during the '05 Fiscal
13 year for the purpose of undergoing a physical examination. The leave shall
14 not be deducted from the employee's accumulated paid leave. Medical
15 documentation by the employee will be required.
16
17
18

19 **Appendix C**
20 **Memorandum of Understanding**
21

22 The Department shall issue a written memorandum to its supervisors that
23 outlines the supervisors' responsibilities under Article 10E. The Union shall bring
24 concerns over the implementation of this provision to the Department's attention.
25
26